

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 18	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 20 Nov 2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  US Army Engineer District, Philadelphia Wanamaker Building 100 Penn Square East Philadelphia, PA 19107-3390		CODE		7. ADMINISTERED BY (If other than Item 6)  See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				×		DACW61-02-R-0003	
				×		9B. DATED (SEE ITEM 11) 15 Nov. 2001	
				×		10A. MODIFICATION OF CONTRACTS/ORDER NO.	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>EMERGENCY POWER: OPERATION AND MAINTENANCE</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The above numbered solicitation is amended as follows:							
Section L: Section L is deleted in its entirety. Substitute with the attached pages numbered L-1 to L-17 annotated Amendment 0001.							
All other information remains the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	
				USAPPC V2.00			

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND**  
**NOTICES TO OFFERORS**

**L 1 PROPOSAL EXPENSES AND PRECONTRACT COSTS**

This request for proposal does not commit the government to pay for costs incurred in the preparation and publication of a proposal or for any other costs incurred prior to the execution of a formal contract.

**L 2 FORMAL COMMUNICATIONS (PRIOR TO PROPOSAL DUE DATE)**

- a. Formal communications, such as requests for clarification of the solicitation, shall be submitted in writing, to the address in Block 7 of the SF 33. See J-2, Solicitation Questions for format.
- b. Written inquiries will normally be answered via solicitation amendment provided to all prospective Offerors. However, the Government does not guarantee to answer any written inquiries which are received less than twenty (20) days before proposal due date. However, these inquiries may be answered after proposals are received.

**L 3 PREAWARD SURVEY**

The Government reserves the right to conduct a pre-award survey of any firm under consideration to confirm any part of the information furnished by the offeror, or to require other evidence of managerial, financial, technical, and other capabilities, the positive establishment of which is determined by the Government to be necessary for the successful performance of the contract.

**L 4 SUBMITTAL OF OFFERS**

This solicitation will result in an anticipated 3 contracts, to support geographical locations shown in L 5.1 (see also B 2.0)

**L 5 SEALED PROPOSAL ENVELOPES**

The envelope containing your offer shall be plainly marked on the lower left hand corner as follows:

Request for Proposal No. DACW61-02-R-0003

Date of Closing: Dec. 14, 2001

Time of Closing: 4:00 p.m. local time at geographic location.

Proposal for: Emergency Power: Operations & Maintenance

L 5.1 Proposals shall be submitted and mailed to the address below for the geographic area of which the offerors are interested:

Geographic Area 1 – 1 Contract

Geographic Area 2 – 1 Contract

Geographic Area 3 – 1 Contract

Submit Proposal to:

US Army Corps of Engineers, Philadelphia District

Attn: CENAP-CT (William A. Bailey)

Wannamaker Bldg., Rm 643

100 Penn Square East

Philadelphia, PA 19107-3390

## L 5.2 PROPOSAL FORMAT AND REQUIREMENTS

### L 5.2.1 GENERAL

a. To be considered for selection, the Offeror must submit a complete response to this solicitation using the sequence and format provided herein. The offeror's proposal shall be submitted in two (2) parts; Volume I - Technical Proposal; Volume II - Price Proposal.

b. VOLUME I - Technical Proposal shall be divided into four separate sections, marked by tabular dividers: (Tab 1) Past Performance; (Tab 2) Contractor Furnished Equipment Product Listing/Catalogs, (Tab 3) Management Plan; (Tab 4) Extent of Subcontracting with Small Businesses; and (Tab 5) Location of Offeror Primary Place of Business.

c. VOLUME II – Price Proposal shall be submitted in a separate volume. This volume shall include the following : Section A, SF33 “Solicitation, Offer and Award”; Section B, “Schedule of Prices”; Section K, “Representations, Certifications and Other Statements of Offerors”; Subcontracting Plan and Preaward Information.

d. Proposals shall not be permanently bound. All proposals shall be submitted in a loose 3-ring binder, or equivalent. This will facilitate the evaluation process, if any pages need to be substituted later.

e. Proposals are limited to single spaced typewritten pages using 12 characters per linear inch, 11 point proportional font, or equivalent as the minimum size standard for text. Pages containing text shall be 8 ½ inches x 11 inches with margins on each side of at least 1 (one) inch. If both sides of the paper are used, it will be counted as two pages. Fold-out pages, if included, shall fold entirely within the volume and each 8 1/2 inch by 11 inch section of a fold-out shall count as one page.

- f. The Offeror shall confine its submission to essential matters, sufficient to define their proposal and provide an adequate basis for evaluation in order to reduce proposal size.
- g. The Government will not assume, nor consider anything that is not specifically addressed in the proposals.
- h. No proposal price data shall appear in any volume other than Volume II, Cost.
- i. Failure to show that the products or services offered conform to the requirements of the specifications will result in rejection of the proposal.

#### L 5.2.2 PROPOSAL REVISIONS

For document control purposes, all proposal revisions provided after the initial proposal shall be submitted as page changes with each page identified by revision number and date, as well as the page number. Page changes shall be formatted to allow removal of old pages and insertion of change pages. New/changed information shall be identified by a vertical line (|) in the left margin and/or the redline feature for ease in identifying the change. All new/changed information must be identified by the offeror.

#### L 5.3 NUMBER OF COPIES OF PROPOSALS

The offeror shall submit one (1) original and three (3) copies of their proposal and subsequent amendments.

#### L 5.4 VOLUME I - TECHNICAL PROPOSAL

The Technical Proposal shall be sufficient to enable technical evaluation personnel to make a thorough and complete evaluation and to arrive at a sound determination as to whether the requirements of this solicitation are understood and satisfied. The offeror shall furnish, at a minimum the following information:

##### EVALUATION AREAS:

##### **L 5.4.1 Past Performance**

The Offeror shall provide information in sufficient detail concerning their current and past performance for efforts similar to the Government's requirement proposed in this solicitation. Specifically, the Offeror shall provide a list of all contracts and subcontracts, similar to Government's present requirement, completed during the past six years and currently in progress. The Offeror shall describe in sufficient detail their past performance as it relates to conformance to contract specifications and standards of customer satisfaction, good workmanship and timeliness. Offeror shall provide references for all contracts and subcontracts submitted using the format contained in Section J.

Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts previously performed for all key personnel. If a formal performance evaluation is not available for current and past performance efforts, the Offeror shall address how actual performance time compared to contract performance periods. The Offeror shall provide quality awards, certificates, etc which substantiate standards of customer satisfaction, good workmanship and timeliness. The Offeror adequately addresses its history for reasonable and cooperative behavior, commitment to customer satisfaction and timely award and management of subcontracts. Offeror voluntarily provides sufficient information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offeror's safety record on past contracts and subcontracts is sufficiently addressed.

#### **L 5.4.2            Commercial Product Adequacy**

The offeror shall provide his/her commercial product catalog and price list for generator sets sold to the public and to be offered as contractor furnished equipment under any resultant award. The depth of an offeror's commercial products will be compared to the Government's inventory.

#### **L 5.4.3            Management Plan**

The offeror shall provide a Management Plan that adequately demonstrates and ensures that the proper level of effort is directed toward each aspect of the work as outlined in Operation Action Plans (A through L) as specified in this Section; that the Offeror has at its disposal the organization, personnel and equipment required by the statement of work; and that all the work will be performed as specified. The offeror shall adequately address operations during periods of limited visibility in each Operation Action Plan. The plan shall also demonstrate that the offeror has sufficient in-house knowledge to implement and manage effective jobsite safety and quality control programs. The offeror shall submit an organization plan in the form of an organization chart of the offeror's organization detailing the assignment of functions, duties and responsibilities of major activities of the Offeror (and subcontractor(s), if used). Include a list of names, titles, duties and job descriptions of key personnel (management, technical, quality control and safety). Identify the person(s) who will be the contractor's operations manager, field supervisors and on-site representative(s) responsible for the management of this contract. Furnish evidence of his/her qualifications, a brief description of primary duties, responsibilities and level of authority. Approach and methodology for Operation Action Plans as specified in C.2.1 of the Statement of Work . The Contractor's Operations Action Plans are limited to two pages per plan and shall include as a minimum:

- A. Mobilization Plan (Concept of Operation, time schedule, phasing plan)
- B. Plan for conducting Government directed Assessments (Concept of Operation, qualifications, internal procedures, sample assessment worksheet)

- C. Generator Set Preparation Plan (Concept of Operation, documentation procedures, proposed schedule, internal Standard Operation Procedures SOPs)
- D. Plan for Hauling (Concept of Operation, itemized, detailed list of equipment, including quantities and capacities)
- E. Plan for Installation of Generator Sets (Concept of Operation, proposed schedule, documentation procedures, identification of Master Electricians and Journeyman Electricians, internal SOPs)
- F. Plan for Preventive Maintenance (Concept of Operation, documentation procedures, proposed schedule, internal SOPs)
- G. Plan for Service (Concept of Operation, Response Plan in event of generator malfunction/breakdown, documentation procedures, proposed service schedule, internal SOPs)
- H. Fueling Plan (Concept of Operation, proposed equipment, documentation procedures, proposed schedule, Emergency Spill Response Plan, cleanup procedures, internal SOPs)
- I. Plan for Relocating and Recovering (Concept of Operation, list of qualified individuals to perform this task, detailed list of equipment and capacities, preparation for storage plan)
- J. Demobilization Plan (Concept of Operation, time schedule, phasing plan)
- K. Safety Plan (Written safety plan which addresses each major phase of this SOW, Internal Safety Standard Operation Policies and Procedures, key Safety personnel and their qualifications, training and experience levels, Activity Hazard Analysis (specifically for specialized equipment used in performance of work) for each major phase of work, conformance to Corps of Engineer Safety Plan, EM 385-1-1, demonstrated knowledge of local, state and federal safety requirements).
- L. Quality Control (QC) Plan (Concept of Operation, personnel qualifications, internal procedures)

#### **L 5.4.4            Extent of Subcontracting with Small Businesses**

The resultant contracts will be subject to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The offeror's proposal will be evaluated on their knowledge and understanding of the Stafford Act and how the offeror proposes to provide subcontracting opportunities with firms located in the disaster area. The proposal should demonstrate considerable effort to identify & develop lists of local sources and shall identify the procedures that will be established to identify and award subcontracts to those organizations, firms or individuals residing or doing business primarily in the affected area. The proposal will be evaluated to determine the extent of planned subcontracting with and commitment to with small business firms, small disadvantaged business firms, women-owned small business firms, and, where applicable, historically black colleges and universities/minority institutions. The US Army Corps of Engineers recommended subcontracting goals are approximately 61.2% for Small Businesses, 9.1% for Small Disadvantaged Businesses, 5.0 % for Small Woman-owned businesses and 1% for Small Business HUB Zone concerns.

#### **L 5.4.5 Location of Primary Place of Business**

The offeror shall address this evaluation factor by providing sufficient evidence of the locations of the main office and all subsidiaries to allow Government evaluators to determine that this requirement has been met or exceeded. The offeror shall also provide information on how their business location(s) provide a unique and advantageous benefit to the Government in the event they are tasked to provide services during emergency operations.

#### **L 6 VOLUME II – PRICE PROPOSAL:**

Offerors shall indicate geographic area of interest in the space provided for in Section B, Schedule. Proposal shall be submitted in a separate volume. This volume shall include the following:

TAB 1: Section A, SF 33 "Solicitation, Offer and Award"

TAB 2: Section B - "Schedule of Prices"

TAB 3: Section K - "Representations, Certifications and other Statements of Offerors".

TAB 4: Subcontracting Plan

TAB 5: Pre-Award Information. In order to expedite the award of the resulting contract, Offerors are requested to submit pre-award information as follows:

- (i) A copy of your latest financial statement; and
- (ii) A bank reference, with point of contact for verification.

#### **L 7 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)**

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.

- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

**L 8 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (NOV 1995)**

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
  - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

**L.9 52.215-1 Instructions to Offerors -- Competitive Acquisition (May 2001)**

- (a) *Definitions.* As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.



"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source

without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the

price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

#### L.10 52.215-15 TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined benefit pension plan or otherwise recapture such pension fund assets. If pension fund assets revert to the Contractor or are constructively received by it under a termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205- 6(j)(4). The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

#### L.11 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price, Requirements Contract, with a maximum ceiling price of \$1,100,000.00, resulting from this solicitation.

## L.13 52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Linda M. Toth  
 U.S. Army Engineer District, Philadelphia  
 ATTN: CENAP-CT  
 100 Penn Square East  
 Wanamaker Bldg, Rm 643  
 Philadelphia, PA 19107-3390

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## L.14 PARTNERING

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American taxpayer with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success. After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. The Government and the contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract cost. If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop). **The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.**

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition is 221119 and the size standard is 4 Megawatt per hour. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time

(2) specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.



(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this

solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained-

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(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm, fixed price contract resulting from this solicitation.